

## REMARKS

Claims 1-45 are pending in the present Application. Applicants have added new claims 26-45. Applicants have noted and carefully studied the Examiner's comments and the cited art. Applicants respectfully traverse the rejections and request reconsideration. Applicants believe that the present Application is now in condition for allowance, which prompt and favorable action is respectfully requested.

### Claims 1-25

The Office Action has rejected claims 1-25 under 35 U.S.C. 103(a) as being allegedly unpatentable over Javed (US PG PUB 2001/0036721 A1) in view of Munyan (US 5,761,485) in view of Applicants' admission of prior art.

### Javed

#### Distribution of Video & Audio Files

Applicants submit that Javed discloses a system for securely distributing digital content for short term use, (title). Such system is designed to distribute digital content (data files, i.e., data –not programs), including video and audio files, via high-speed connections over the internet, (i.e., a wired network), (§§ 0015, 0016).

#### Communication Performed Via The Internet

As shown in Fig. 1 and described in § 0041, each subscriber is connected to a video internet service provider (VISIP) network (180) via an internet protocol (IP) based network (140). “[S]ubscribers use [video players] to access the VISIP network 180 in order to rent or purchase videos that are stored on one or more of video point-of-presence (VPOP) networks,” (§ 0042). The subscriber uses a mass storage device to store the data files/videos, (§ 0084).

Although no wireless network is described, subscribers are noted to be able to connect to the VISIP network via a wireless connection, as where a subscriber uses a “laptop computer that is capable of accessing the Internet ... via a wireless modem, (§ 0045). As such, Applicants submit that the Javad’s system requires a connection to the internet (hard wired network) where the connecting device has mass storage capabilities. Further, the wireless connection discussed is a connection, not a network, and where such connection is not disclosed to be a packet switched network.

Communications Initiated For Requests To Play , NOT For Deletions Of Data Files

Javed discloses two modes for receiving data files: (1) a purchase (i.e., infinite duration access) or (2) a rental (i.e., set short duration access), (§ 0051). For a purchase, the system, first checks to see if the video was purchased, and if so, then plays the stored data file, (§ 0075). However, if the data file is determined to be rented, the local device connects to the VPOP network to verify that the viewing request is occurring within the fixed rental period, (§§ 0055, 0056), and if not, the system deletes the data file from the local device, and performs such a deletion without notification to a remote VPOP network (§ 0076). Therefore, Applicants submit that the local device only contacts a remote server when a request to play the video is received, and there is absent any discussion, teaching or suggestion of contacting the remote server for such a purpose as the deletion of such video data from a local device.

Munyan

Applicants submit that Munyan discloses a personal electronic book system, (title). Such system is described as replacing standard handheld books with electronic equivalents, (col. 4, lns. 33-34), where such electronic books are capable of displaying multiple publications from a single unit, (col. 4, lns. 40-42). Further, it is stated that “‘printed’ or multimedia material can be

downloaded from an remote server ... and old material, books read, etc., can be deleted to make room for the new material,” (col. 5, Ins. 59-62). Munyan also discloses the ability for users to subscribe to a particular publication where each periodic publication, (i.e., data), is automatically downloaded as each issue becomes available, (col. 10, Ins. 41-49). However, Applicants note the system is not disclosed to notify a remote server regarding any deletion of any books or periodic publications stored on the electronic book. Instead Munyan simply describes the deleting of previously read books to make available additional memory for new books to be downloaded. Applicants also note that Munyan is limited to disclosing the transmitting and receiving of data and is otherwise absent any discussion of the transmitting and receiving of computer programs.

Claims 1, 4-7, 11, 12, 15-19, 20 and 25

Independent Claims 1, 11, 12, 19, 20 and 25

Applicants submit that Javad does not disclose, teach or suggest Applicants’ claimed subject matter including, inter alia,

“... each wireless device transmitting subscription-based application deletion data ... wherein each wireless device is configured to transmit voice communication from a user to the wireless network ... ,”

(claim 1),

“... transmitting subscription-based application deletion data for any downloaded subscription-based application that has been deleted by the wireless communication means, wherein the wireless communication means includes a wireless device configured to transmit voice communication from a user to the wireless network ...,”

(claim 11),

“... the wireless device is configured to transmit voice communication from a user to the wireless network ... transmitting subscription-based application deletion data from each wireless device that has deleted a subscription-based software application ... ,”

(claim 12),

“... the wireless device is configured to transmit voice communication from a user to the wireless network ... transmitting subscription-based application deletion data from each wireless device that has deleted a subscription-based software application ...,”

(claim 19),

“... each wireless device that has deleted a subscription-based software application transmits subscription-based application deletion data ... wherein each wireless device is configured to transmit voice communication from a user to the wireless network ...,”

(claim 20), or

“... the wireless device is configured to transmit voice communication from a user to the wireless network ... receiving subscription-based application deletion data from each wireless device that has deleted a subscription-based software application ... ,”

(claim 25).

**Javad’s Short-Term Fixed Length Rentals ARE NOT Subscription–Based Software Applications**

Applicants direct the Examiner’s attention to the definition of “subscription” where “subscription” is defined as “an arrangement for providing, receiving, or making use of something of a continuing or periodic nature on a prepayment plan,” (“subscription.” *Merriam-Webster Online Dictionary*. 2004. <http://www.m-w.com> (10 Mar. 2004)). Applicants submit that such subscription based arrangements are characterized by the continuing, on-going use of, and payment for, the subscribed-to-something for as long as the subscriber does not voluntarily act to request an end to the subscription. Applicants use the term “subscription-based software applications” in an analogous manner, where, for example, the Specification states: “subscription[s] are automatically accounted for ... *until* the subscribed application is deleted from the wireless device,” (Spec., ¶ 0001).

Applicants submit that in contrast to a “subscription,” as described above, an individual short term “rental,” as described in Javad, is generally characterized as providing, receiving, or making use of something of a pre-set limited duration with an expected time of expiration. Such rental scenarios are typically characterized by the need for a “re-rental,” or the application of a “late-fee,” when a user wishes to extend their use of a rental beyond the expiration date. In support, Applicants refer the Examiner to Javad’s exemplary reference to the rental of VCR tapes and DVDs from BLOCKBUSTER® where rental deadlines and late fees are part of the business model. Because Javad is limited to the disclosure of short-rental/late-fee type systems, Applicants submit that Javad does not disclose teach or suggest “subscription-based software applications.” Instead, Javad discloses the use of a pre-set, pre-paid, short rental period where, by design, there is no need, or desire, on the part of the provider of such rented data file/video, to determine whether a renter has chosen to pre-maturely end the renter’s use of the video by deleting the video file from the renter’s device.

Applicants note that although Javad uses the term “subscriber,” such term is used to refer to those who subscribe to the provider of rentals (i.e., BLOCKBUSTER®), rather than those who subscribe to a particular recurring media entity (i.e., a monthly video magazine that may be part of the overall inventory available at BLOCKBUSTER®). As such, Applicants note the corresponding incongruous meaning of Applicants’ term “subscription-based software applications,” which identify the subscription as being tied to specific software applications, and Javad’s term “subscriber,” used to describe a person who subscribes to a vendor, for example BLOCKBUSTER®, for the right to “rent” data files, on a one-by-one, pre-paid, fixed-length, short term basis.

**Javad's Fixed Length Rentals TEACH AWAY From Deleting Subscription-Based Software Applications**

Applicants acknowledge the Office Action's statement that Javad does not teach the deleting of a subscription-based application from a wireless device. However, Applicants further submit that Javad teaches away from the "... transmitting subscription-based application deletion data ... that has been deleted by the wireless device."

Applicants submit, that as discussed above in the section above labeled "*Javad's Short-Term Fixed Length Rentals ARE NOT Subscription-Based Software Applications*," Javad's fixed rental term, (i.e., the BLOCKBUSTER®-type rental operation), represents a pre-paid, fixed length non-subscription-type service that presents no reasons or incentive for why a provider would want to be notified if and when a renter deleted a rented data file. Applicants submit that the providers of such fixed length rentals, where the movies are allowed to be viewed an unlimited number of times within a fixed length period, do not track or otherwise have a reason to monitor a renter's use or non-use of a rented movie as long as such usage occurs during the rental period. In fact, to do so would simply add costs to the rental service without provided any identified benefit. For example, when BLOCKBUSTER® rents a video-rile for a user to view, such video-rile is may be viewed 1 time or 20 times in the set period covered by the rental. And because a one-time fee is charged for a fixed length viewing duration, BLOCKBUSTER® receives no added benefit by tracking the number of times the movie was viewed, nor does BLOCKBUSTER® gain any benefit from learning that the user has deleted the video-file from their local device.

Therefore, to the extent that a renter may choose to delete a data file for any purpose, including for the purpose to make room for other downloads, and the fact that Javad does not identify any benefits or otherwise explain why a provider would otherwise choose to incur the

added costs for such tracking, Applicants submit that Javad teaches away the providers ever adopting such a system that tracks the deletion of files from a user's remote device. As such, what Javad discloses, teaches or suggests, not only does not disclose, teach or suggest Applicants' claimed subject matter, but actually teaches away from, at least, Applicants "... transmitting subscription-based application deletion data ... that has been deleted by the wireless device."

In response to the Office Action's comment that one of ordinary skill in the art would have been motivated to allow a user to send a notification that a rental period is over by transmitting deletion data to the server, Applicants submit, as discussed in detail above, that the system disclosed in Javad describes the provider/server reacting to attempts to play a movie, and in response determining whether the movie to be played is still within a rental period, and as such, Javad is wholly absent any described or implied motivation for a provider to adopt a system where the provider is notified when a user deletes a data file from their own device.

**Munyan's Deleted Publications ARE NOT Subscription Deletions NOR Are They Transmitted**

Applicants note that even though Munyan discloses the automatic loading of subscribed publications to an electronic book, (col. 10, lns. 41-49), and the deleting of such publications from the electronic book, (col. 8, lns. 58-65), Munyan does not disclose, teach or suggest "... transmitting subscription-based application deletion data ... that has been deleted by the wireless device." Applicants specifically note that even though there is a subscription-based driven transfer of an electronic publications to a user's electronic book, and that the electronic book is configured to allow the deletion of such publications stored therein, Munyan fails to describe, either implicitly or explicitly, any notification being sent to a remote location in response to the deletion of a subscribed to publication.

Further, Applicants submit that the deletion referred to in Munyan is directed to the deleting of particular copies of electronic publications and not as an attempt to end the corresponding subscription of the publication being deleted. Instead, as described, the deletion is for the purpose to free up memory storage, (col. 8, lns. 58-65), and to make room for future publications, including future individual delivered publications associated to the subscribed to service. Applicant's submit that the deletion of one issue of a subscribed-to periodical for the purpose of making room for future issues is wholly unlike the generation of subscription-based application deletion data where the generation of such data, for example, will "cause virtually concurrent cessation of billing for the application subscription," (Spec. ¶0015). Applicants submit, that like Javad described above, Munyan is also absent any disclosure, teaching or suggestion, as to why one might be motivated to modify the teaching of such reference to include the notification to a remote server of a deletion of a data file on a local device.

**Javad's Television/Network Video Player IS NOT A Wireless Device Configured To Send Voice Communications**

Applicants acknowledge the Office Action's statement that Javad and Munyan do not teach the wireless device is configured to transmit voice communication from a user to the wireless network. Applicants submit that Javad's use of a television set 111 and a network video player 112 communicating with workstations 151 server 152 combinations, do not disclose, teach or suggest a device for transmitting voice communications. In fact, Applicants submit the transmissions sent from the subscriber site, are limited to non-human-to-human type communications sent to the remote VPOP video access controller, including, for example, such information as billing data, user id, user password, web site related keying information, rental request information, etc. (¶¶ 0049 - 0051).



Similarly, Applicants submit that Munyan's use of an electronic book 1 communicating with remote server 14 also does not, disclose, teach or suggest a device for transmitting voice communications. The communications from the book to the remote server, as disclosed in Munyan, are limited to non-human-to-human type communications such as sending user id, password, and browsing and section information, (col. 7, lns. 33-40; col 8, lns. 1-12; col. 9, lns. 58-63).

Applicants note that in order for prior art references to be combined by obviousness, at a minimum, there must be a suggestion of desirability for the modification. Applicants submit that neither Javed nor Munyan suggest a desirability for modification, explicit or otherwise. In addition, there must be a teaching or suggestion to make the combination and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. Further, the level of skill in the art cannot be relied upon to provide the suggestion to combine references. Additionally, since none of the cited references teach or suggest "... transmitting subscription-based application deletion data ... that has been deleted by the wireless device ...," or "... each wireless device is configured to transmit voice communication from a user to the wireless network ...," the combination of any of the cited references cannot produce the Applicants' invention as claimed.

Further, Applicants respectfully submit that the Office Action uses improper hindsight reasoning by suggesting it would have been obvious to modify Javed nor Munyan to achieve Applicants' claims 1, 11, 12, 19, 20 and 25 subject matter, where the Office Action, using impermissible hindsight, bases such arguments only upon the teaching or suggestion within Applicants' own disclosure. Applicants submit that there must be some suggestion or motivation, either in the reference itself, or in the knowledge of generally available to one of ordinary skill in the art, to modify the reference as described. Further, to the extent that the

Office Action relies on a position that modifications of Javed and/or Munyan to meet the claimed invention would have been well within the ordinary skill of the art at the time Applicants' invention was made, because the references, and/or the knowledge of one skilled in the art, were individually known to those of skilled in the art, is not sufficient to establish a prima facie case of obviousness without some objective reason to combine the teachings of the references. Applicants submit that if one of ordinary skill in the art at the time of Applicants' invention were to read Javed and/or Munyan such a person would not be in possession of Applicants' claimed subject matter.

#### Dependent Claim 4

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "...the wireless device ... transmits subscription-based application deletion data ...," (Claim 4).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 1, and submit for the same or similar reasons, that Applicants' claim 4 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest a wireless device transmitting subscription-based application deletion data.

Further, Applicants also submit that because claim 4 (dependent claim) depends from claim 1 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 5

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "...one or more application download servers receive subscription-based application deletion data from a wireless device ...," (Claim 5).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 1, and submit for the same or similar reasons, that Applicants' claim 5 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest a download server receiving subscription-based application deletion data.

Further, Applicants also submit that because claim 5 (dependent claim) depends from claim 4 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 6

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... accounting module receives subscription-based application deletion data transmitted from the one or more download servers ...," (Claim 6).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 1, and submit for the same or similar reasons, that Applicants' claim 6 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest a download server transmitting subscription-based application deletion data.

Further, Applicants also submit that because claim 6 (dependent claim) depends from claim 5 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 7

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... accounting module receives subscription-based application deletion data directly from a wireless device ...," (Claim 7).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 1, and submit for the same or similar reasons, that Applicants' claim 7 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest a wireless device transmitting subscription-based application deletion data.

Further, Applicants also submit that because claim 7 (dependent claim) depends from claim 1 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 15

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter

alia: "... transmitting subscription-based application deletion data from each wireless device ...," (Claim 15).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 12, and submit for the same or similar reasons, that Applicants' claim 15 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest a wireless device transmitting subscription-based application deletion data.

Further, Applicants also submit that because claim 15 (dependent claim) depends from claim 12 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 16

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claim 16 subject matter.

Applicants submit that because claim 16 (dependent claim) depends from claim 12 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 17

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter

alia: "... receiving the transmitted subscription-based application deletion data at an application download server...", (Claim 17).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 12, and submit for the same or similar reasons, that Applicants' claim 17 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest an application download server receiving subscription-based application deletion data.

Further, Applicants also submit that because claim 17 (dependent claim) depends from claim 16 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 18

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... transmitting subscription-based application deletion data from each wireless device directly to the accounting module ...," (Claim 18).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 12, and submit for the same or similar reasons, that Applicants' claim 18 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest an accounting module receiving transmitted subscription-based application deletion data.

Further, Applicants also submit that because claim 18 (dependent claim) depends from claim 16 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable

for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Claims 2, 3, 13, 14 and 21-24

Dependent Claim 2

Applicants submit that because claim 2 (dependent claim) depends from claim 1 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 3

Applicants submit that because claim 3 (dependent claim) depends from claim 1 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 13

Applicants submit that because claim 13 (dependent claim) depends from claim 12 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 14

Applicants submit that because claim 14 (dependent claim) depends from claim 12 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 21

Applicants submit that because claim 21 (dependent claim) depends from claim 20 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 22

Applicants submit that because claim 22 (dependent claim) depends from claim 20 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 23

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... accounting module receives the subscription-based application deletion data ...," (Claim 23).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 20, and submit for the same or similar reasons, that Applicants' claim



23 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest an accounting module receiving subscription-based application deletion data.

Further, Applicants also submit that because claim 23 (dependent claim) depends from claim 22 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 24

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... accounting module receives the subscription-based application deletion data directly from the one or more wireless devices ...," (Claim 24).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 20, and submit for the same or similar reasons, that Applicants' claim 24 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest a wireless device sending subscription-based application deletion data.

Further, Applicants also submit that because claim 24 (dependent claim) depends from claim 20 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### New Claims 26-45

Applicants present new claims 26-45 and accordingly, request a new prior art search.

Applicants submit that the new language in the new claims does not include new matter.

Independent Claim 26

Independent claim 26 is a new claim and recites, among other features,

... each wireless device operable to communicate with a wireless network and operable to download one or more subscription-based software applications to be executable on the wireless device, and each wireless device operable to transmit subscription-based application deletion data for any downloaded subscription-based software application that has been deleted by the wireless device;

... each application download server operable to communicate with the one or more wireless devices across the wireless network and operable to download to the wireless devices at least one subscription-based software application, each application download server operable to generate subscription-based application download data for each subscription-based software application downloaded by a wireless device therefrom; and

an accounting module operable to account for the use of the subscription-based software applications by each wireless device, the accounting module operable to receive subscription-based application download data from the one or more application download servers and subscription-based application deletion data from each wireless device, and wherein the accounting is based upon the subscription-based software application download data and subscription-based application deletion data

Applicants respectfully reassert the arguments made above regarding Javed and Munyan and further submit that, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 26's language including, inter alia,

each wireless device ... operable to download one or more subscription-based software applications ... and each wireless device operable to transmit subscription-based application deletion data for any downloaded subscription-based application that has been deleted by the wireless device ... accounting module operable to receive ... subscription-based application deletion data from each wireless device, and wherein the accounting is based upon the ... subscription-based application deletion data.

(claim 26), nor do the references disclose, teach or suggest the subject matter of claim 26 as a whole. Applicants submit that at least for such reasons, that independent claim 26 is neither anticipated, nor is obvious in view of such cited references.

#### Dependent Claim 27

Dependent claim 27 is a new claim and recites, among other features, "... wireless network is a packet-switching network." Applicants respectfully reassert the arguments made above regarding Javed and further submit that, such reference does not, either implicitly or explicitly, disclose, teach or suggest, claim 27's language. Further, to the extent that Javad discloses a wireless connection, Applicants submit that Javad does not disclose a wireless network, or a wireless network that is a packet-switching network. Applicants submit that at least for such reasons, that independent claim 27 is neither anticipated, nor is obvious in view of any one or more of the cited references.

Further, Applicants also submit that because claim 27 (dependent claim) depends from claim 26 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 28

Applicants also submit that because claim 28 (dependent claim) depends from claim 26 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 29

Applicants also submit that because claim 29 (dependent claim) depends from claim 28 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

### Independent Claim 30

Independent claim 30 is a new claim and recites, among other features,

... receiving ... over the wireless network, a subscription-based software application; ... deleting ... the subscription-based software application; generating subscription-based application deletion data ... transmitting ... the subscription-based application deletion data ... an application download server ... operable to generate subscription-based application download data ...; and an accounting module ... operable to receive the subscription-based application download data ... and the subscription-based application deletion data ... and wherein the accounting is based upon the subscription-based application download data and the subscription-based application deletion data;

Applicants respectfully reassert the arguments made above regarding Javed and Munyan and further submit that, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 30's language including, inter alia,

... receiving ... over the wireless network, a subscription-based software application; ... deleting ... the subscription-based software application; generating subscription-based application deletion data ... transmitting ... the subscription-based application deletion data ... an application download server ... and an accounting module ... operable to receive ... the subscription-based application deletion data ... and wherein the accounting is based upon the subscription-based application download data and the subscription-based application deletion data;

(claim 30), nor do the references disclose, teach or suggest the subject matter of claim 30 as a whole. Applicants submit that at least for such reasons, that independent claim 30 is neither anticipated, nor is obvious in view of such cited references.

### Dependent Claim 31

Dependent claim 31 is a new claim and recites, among other features, "... wireless network is a packet-switching network." Applicants respectfully reassert the arguments made above regarding Javed and further submit that, such reference does not, either implicitly or explicitly, disclose, teach or suggest, claim 31's language. Further, to the extent that Javad discloses a wireless connection, Applicants submit that Javad does not disclose a wireless network, or a wireless network that is a packet-switching network. Applicants submit that at least for such reasons, that independent claim 31 is neither anticipated, nor is obvious in view of any one or more of the cited references.

Further, Applicants also submit that because claim 31 (dependent claim) depends from claim 30 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 32

Dependent claim 32 is a new claim and recites, among other features, "... the wireless device ... transmits *subscription-based application deletion data* to the one or more application download servers." Applicants respectfully reassert the arguments made above regarding Javed and Munyan and further submit that, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 32's language.

Further, Applicants also submit that because claim 32 (dependent claim) depends from claim 30 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the

dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

### Independent Claim 33

Independent claim 33 is a new claim and recites, among other features,

... receiving over a wireless network, at an application download server, a user generated request for a subscription-based software application; transmitting over a wireless network, from an application download server, the subscription-based software application; and transmitting, from an application download server, subscription-based application download data associated with the subscription-based software application,

Applicants respectfully reassert the arguments made above regarding Javed and Munyan and further submit that, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 33's language including, inter alia,

... transmitting over a wireless network ... the subscription-based software application; and transmitting ... subscription-based application download data associated with the subscription-based software application;

(claim 33), nor do the references disclose, teach or suggest the subject matter of claim 33 as a whole. Applicants submit that at least for such reasons, that independent claim 33 is neither anticipated, nor is obvious in view of such cited references.

### Dependent Claim 34

Dependent claim 34 is a new claim and recites, among other features, "... the wireless network, over which the subscription-based software application is transmitted, is a packet-switching network." Applicants respectfully reassert the arguments made above regarding Javed and further submit that, such reference does not, either implicitly or explicitly, disclose, teach or suggest, claim 34's language. Further, to the extent that Javad discloses a wireless connection, Applicants submit that Javad does not disclose a wireless network, or a wireless network that is a

packet-switching network. Applicants submit that at least for such reasons, that independent claim 34 is neither anticipated, nor is obvious in view of any one or more of the cited references.

Further, Applicants also submit that because claim 34 (dependent claim) depends from claim 33 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 35

Dependent claim 35 is a new claim and recites, among other features, "... the subscription-based software application is a software program." Applicants respectfully reassert the arguments made above regarding Javed and Munyan and further submit that, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 35's language.

In support, Applicants note that the definition of "software" includes the meaning: "Computer instructions or data[, and therefore] ... you can say: 'The problem lies in the software,' meaning that there is a problem with the program or data ..." ("software." *Merriam-Webster Online Dictionary*. 2004. <http://www.m-w.com> (23 Mar. 2004)). In addition, the term "program" is defined as an "... organized list of instructions that, when executed, causes the computer to behave in a predetermined manner ..." ("program." *Merriam-Webster Online Dictionary*. 2004. <http://www.m-w.com> (23 Mar. 2004)). Applicants note the Specifications' use of the term "software" and "program" in a manner that in accordance with such definitions where the specification refers to "software" applications as including, for example, " any other type of information or program available for download," (Spec., ¶ 0003)(emphasis added). Applicants submit this use of the term "information" in the Specification, where "information" is a type of

software, is a use of the term that is synonymous with the above definition of “software” including “data,” while its use of the term “program” as a type of software is also synonymous with the definition of “software” that includes “programs.” Therefore, claim 25 specifically limits what is meant by a “subscription-based software application,” (in this claim only), to only include “software programs,” and in so doing, inherently removes “data” or non-program based “information,” therefrom. As such, Applicants submit that, as discussed above, Javad is limited to the transfer of data files, not executable programs, while Munyan is limited to the transfer of “‘printed’ or multimedia material ... downloaded from an remote server,” (col. 5., lns. 59-60), and as such, neither disclose, teach or suggest Applicants’ claim 35 subject matter.

Further, Applicants also submit that because claim 35 (dependent claim) depends from claim 33 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 36

Applicants submit that because claim 36 (dependent claim) depends from claim 33 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 37



Dependent claim 37 is a new claim and recites, among other features, "... the subscription-based software application download data is sent to an accounting module." Applicants respectfully reassert the arguments made above regarding Javed and further submit that, such reference does not, either implicitly or explicitly, disclose, teach or suggest, claim 37's language. Further, to the extent that Javad discloses a fixed rental period, Applicants submit that Javad does not disclose the transmitting of a subscription-based software application, or the transmission of such to an accounting module. Applicants submit that at least for such reasons, that independent claim 37 is neither anticipated, nor is obvious in view of any one or more of the cited references.

Further, Applicants also submit that because claim 37 (dependent claim) depends from claim 33 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Independent Claim 38

Independent claim 38 is a new claim and recites, among other features,

... receiving over a wireless network, at a wireless device, a subscription-based software application; receiving, at a wireless device, a user generated request identifying a subscription-based software application to delete; deleting, from a wireless device, the subscription-based software application identified in the user generated request; and, transmitting over a wireless network, from a wireless device, subscription-based application deletion data associated with the subscription-based software application identified in the user generated request.

Applicants respectfully reassert the arguments made above regarding Javed and Munyan, specifically those arguments made above with regard to claim 33, and Applicants further submit that as for such same or similar reasons, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 38's language, nor do the references disclose, teach or suggest

the subject matter of claim 38 as a whole. Applicants submit that at least for such reasons, that independent claim 38 is neither anticipated, nor is obvious in view of such cited references.

Dependent Claim 39

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... the wireless network, over which the subscription-based application deletion data is transmitted, is a packet-switching network...", (Claim 39).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 34, and submit for the same or similar reasons, that Applicants' claim 39 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest the transmitting of subscription-based application deletion data over a packet-switching network.

Further, Applicants also submit that because claim 39 (dependent claim) depends from claim 38 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

Dependent Claim 40

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... the subscription-based software application is a software program....," (Claim 40).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 35, and submit for the same or similar reasons, that Applicants' claim 40 is allowable as written. More specifically, Applicants submit that neither of the references

disclose, teach or suggest the Applicant's claimed use or transmission of either a subscription-based software application generally, or one that is a software program..

Further, Applicants also submit that because claim 40 (dependent claim) depends from claim 38 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 41

Applicants respectfully submit that for the same or similar reasons discussed above regarding claim 1 for example, neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... the subscription-based application deletion data is sent to an accounting module....," (Claim 41).

Further, Applicants also submit that because claim 41 (dependent claim) depends from claim 38 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Independent Claim 42

Independent claim 42 is a new claim and recites, among other features,

... receiving, at an accounting module, from an application download server, subscription-based application download data; receiving over a wireless network, at the accounting module, from the wireless device, subscription-based application deletion data; and accounting, at the accounting module, for the use of the subscription-based software application based on the subscription-based application download data and the subscription-based application deletion data,

Applicants respectfully reassert the arguments made above regarding Javed and Munyan, specifically those arguments made above with regard to claims 33 and 38, and Applicants further submit that as for such same or similar reasons, none of the references, either implicitly or explicitly, or whether considered alone, or in combination with any one or more of the other references, disclose, teach or suggest, claim 42's language, nor do the references disclose, teach or suggest the subject matter of claim 42 as a whole. Applicants submit that at least for such reasons, that independent claim 42 is neither anticipated, nor is obvious in view of such cited references.

#### Dependent Claim 43

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... the wireless network, used for receiving the subscription-based application deletion data, is a packet-switching network ...," (Claim 43).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claims 35 and 39, and submit for the same or similar reasons, that Applicants' claim 43 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest the transmitting of subscription-based application deletion data over a packet-switching network.

Further, Applicants also submit that because claim 43 (dependent claim) depends from claim 42 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 44

Applicants respectfully submit that neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter including, inter alia: "... the subscription-based software application is a software program....," (Claim 44).

In support, Applicants direct the Examiner's attention to the arguments above regarding the allowability of claim 35 and 40, and submit for the same or similar reasons, that Applicants' claim 44 is allowable as written. More specifically, Applicants submit that neither of the references disclose, teach or suggest the Applicant's claimed use or transmission of either a subscription-based software application generally, or one that is a software program..

Further, Applicants also submit that because claim 44 (dependent claim) depends from claim 42 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

#### Dependent Claim 45

Applicants respectfully submit that for the same or similar reasons discussed above regarding claim 1 for example, neither Javed nor Munyan disclose, teach or suggest, whether considered alone or in combination, Applicants' claimed subject matter of claim 45 including, inter alia:

... the subscription-based application download data contains information to initiate subscription-billing for a user regarding the subscription-based software application, and the subscription-based application deletion data contains information to end subscription-billing for a user regarding the subscription-based software application .....,

Further, Applicants also submit that because claim 45 (dependent claim) depends from claim 42 (parent claim), and as a dependent claim therefrom, the dependent claim is allowable for at least the reasons for which the parent claim is allowable. Applicants further submit that the

dependent claim is also allowable in light of the presence of novel and non-obvious elements contained therein that are not otherwise present in the parent claim.

### CONCLUSION

In light of the arguments and amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

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